



U.S. Department of Justice
INTERPOL Washington
U.S. National Central Bureau

Washington, DC 20530

SEP 30 2013

FOIA # 2013-212

Jason Smathers
MuckRock News
DEPT MR 6805
PO Box 55819
Boston, MA 02205-5819

Dear Mr. Smathers:

This responds to your request dated, September 23, 2013 to INTERPOL Washington, pursuant to the Freedom of Information Act (FOIA) for copies of the Memorandum of Agreement (MOA) between INTERPOL Washington and the National Law Enforcement Telecommunications System (NLETS).

We received your request on September 23, 2013. Please refer to the above FOIA number assigned to your request in any additional correspondence.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. *See* 5 U.S.C. 552(c) (2006 & Supp. IV 2010). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

The MOA between INTERPOL Washington's and NLETS is enclosed.

If you are not satisfied with the actions of INTERPOL Washington on your request, you may appeal by writing to:

Co-Director
Office of Information Policy
U.S. Department of Justice
Suite 11050
1425 New York Avenue, NW
Washington, DC 20530-0001

You must make your appeal in writing and it must be received by the Office of Information Policy within 60-days of the date of the letter denying your request. In addition to

mailing your appeal, you may also submit your appeal through the OIP eFOIA portal at <http://www.justice.gov/oip/efoia-portal.html>. Both the letter and envelope, or the email should be clearly marked "Freedom of Information Act Appeal."

If you have any questions concerning this request, please contact Gordon Johnson at (202) 616-0201.

Sincerely,

Shawn A. Bray
Director

A handwritten signature in blue ink, appearing to read "Kevin R. Smith", with a stylized flourish at the end.

By: Kevin R. Smith
General Counsel

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF JUSTICE, INTERPOL -
UNITED STATES NATIONAL CENTRAL BUREAU (USNCB)
AND
THE NATIONAL LAW ENFORCEMENT TELECOMMUNICATIONS
SYSTEM (Nlets)
FOR
THE PROVISION OF ACCESS TO INTERPOL'S DATABASES TO
STATE, LOCAL, AND OTHER LAW ENFORCEMENT OFFICIALS OF
THE UNITED STATES**

I. PARTIES

A. The International Criminal Police Organization ("INTERPOL") is an international organization whose mission is to facilitate the exchange of police information and to promote the widest possible mutual assistance between law enforcement authorities of its member countries in accordance with the Interpol Constitution and regulations, as well as the laws of each member country. Each member country facilitates this mission by establishing a domestic entity called a "National Central Bureau" ("NCB") through which its authorized law enforcement authorities may access the databases and resources of INTERPOL, and communicate with the General Secretariat of INTERPOL and/or with authorized law enforcement authorities of other member countries via their respective NCBs.

The **INTERPOL-United States National Central Bureau ("USNCB")**, a component of the U.S. Department of Justice and a party to this agreement, serves as the point-of-contact for the United States and its state, local and federal law enforcement authorities for the international exchange, via INTERPOL, of police and humanitarian information with law enforcement authorities of the various INTERPOL member countries; and

B. The **National Law Enforcement Telecommunications System ("Nlets")** is a not for profit organization incorporated in Delaware which serves as a computer-controlled communications network linking local, state and federal law enforcement entities for the purpose of information exchange. The specific and primary purpose for which Nlets is organized is to engage in exclusively charitable and scientific research, literary or education activities to improve the administration of criminal justice in the United States, particularly activities that would facilitate and encourage the application of technological advancements to the telecommunications systems, utilized cooperatively on the interstate and national level. In addition, Nlets' mission is to design, install, operate, maintain, improve and expand the telecommunications

systems in general use for the interstate transmission of information necessary to facilitate effective law enforcement and criminal justice cooperation of the states of the United States.

II. PURPOSE

The purpose of this agreement is to define the terms and conditions pursuant to which the parties, USNCB and Nlets, will connect and provide access to appropriate INTERPOL databases as determined by the USNCB, to state, local, and federal law enforcement officials of the United States ("Nlets end users") via the Nlets communications network.

III. RELEVANT AUTHORITY

A. USNCB, pursuant to the authority granted under Title 22, United States Code Section 263a, that establishes the Attorney General as the United States representative to INTERPOL; and, Title 28 of the Code of Federal Regulations, Section 34a, that establishes the USNCB as the United States' point of contact for coordination between U.S. officials and INTERPOL, the international organization in Lyon, France. In addition, as provided in the INTERPOL Constitution, INTERPOL Rules on the Processing of Information for the Purpose of International Police Co-operation, and related regulations.

B. Nlets, as permitted by the consent of Congress in Title 4, United States Code Section 112, in order to facilitate cooperative efforts and mutual assistance in the prevention of crime and in the enforcement of criminal laws and policies.

IV. POINTS OF CONTACT

A. USNCB:
Assistant Director, State and Local Liaison Division
Assistant Director, Information Technology

B. Nlets:
Steven E. Correll, Executive Director
Frank L. Mince, Director of Operations

V. PROGRAM OVERVIEW

The USNCB is authorized under INTERPOL rules to determine which U.S. law enforcement authorities are provided access to INTERPOL databases via INTERPOL's Automated Search Facility ("ASF"), and the limits of the access provided. ASF provides query access to information in INTERPOL's databases obtained from INTERPOL's member countries on wanted persons, persons with criminal histories, persons connected to crimes, missing persons, stolen and lost passports and travel documents, stolen vehicles, and other law enforcement information. The USNCB is also responsible for ensuring that authorized

users of the INTERPOL databases comply with the applicable INTERPOL rules and regulations for use of information.

In order to provide the widest distribution of access to U.S. law enforcement authorities, including state and local officials, the USNCB and Nlets will develop a system and the necessary technical connection permitting approved Nlets users to access and query the INTERPOL ASF and other appropriate INTERPOL databases while ensuring the security of INTERPOL information, and its proper use in accordance with INTERPOL rules, and applicable U.S. law.

Nlets will be responsible for providing the transmission path between authorized Nlets users and the USNCB for purposes of querying the ASF. Nlets will also provide the transmission path for responses to the queries from the USNCB to Nlets users, and for notifications between the USNCB and Nlets users incident to positive query results. Nlets will also facilitate subsequent communications, as appropriate.

Access to ASF via Nlets will allow an authorized user to execute a specific Nlets query that will have predefined fields for querying nominal, passport, or vehicle identifiers within the IPSG's ASF database. That Nlets transaction will be routed across the Nlets network to the USNCB. A gateway device will validate the Originating Agency Identifier (ORI) and then repackage the Nlets transaction into a webservice query to the ASF database at the INTERPOL Secretariat General ("IPSG") in Lyon, France. ASF will process the query and return all negative and positive responses, including relevant additional information, through the USNCB's network. The USNCB's Nlets gateway will forward a response back to the ORI through Nlets. A positive hit will generate a preformatted message containing mandatory handling instructions. These instructions will specify required steps to validate the information with the country of its origin via the USNCB.

VI. INTERCONNECTION AND TECHNICAL CONSIDERATIONS

- A.** This project will utilize Extensible Markup Language ("XML") technologies that will be installed on the USNCB Nlets/NCIC gateway. The gateway will process all incoming Nlets requests and transmit them to Interpol's web services platform as a valid ASF query. This process will be supported by Nlets, which will provide new message keys and a dedicated connection to its network.
- B.** As part of the Law Enforcement Information Sharing Program (LEISP) of the Department of Justice and in support of Department-wide efforts to standardize and improve information sharing, both parties share a commitment to the Global Justice XML Data Reference Model (GJXDM) and, if and when it is appropriate, its extension, the National Information Exchange Model (NIEM). To the extent possible, both parties will ensure that current and future systems will be compatible with these standards

- C. The technical architecture will be scalable and support expanded uses and enhancements of the system, e.g. access to fingerprints and photographs.
- D. The USNCB and Nlets will jointly negotiate a Service Level Agreement (SLA) to support this project. The SLA will define minimum standards of service such as accepted query and response times, and system availability.
- E. Each party will develop and test a Disaster Recovery process in the event of a system failure. In addition, both parties will provide technical support for maintaining the infrastructure that supports this service 24 hours a day and 7 days a week.
- F. The deployment of this project will be conducted in a phased manner starting with a small number of Nlets end users to be followed by a gradual expansion of users, as determined by the USNCB.
- G. Nlets, in consultation with the USNCB, will facilitate and support its end users in the design and development of appropriate user interfaces to the new functionality.
- H. Nlets will solicit technical and qualitative feedback after each phase of deployment of the project and thereafter annually on behalf of the USNCB from end users in order to enhance and improve the services provided.

VII. DIAGRAM

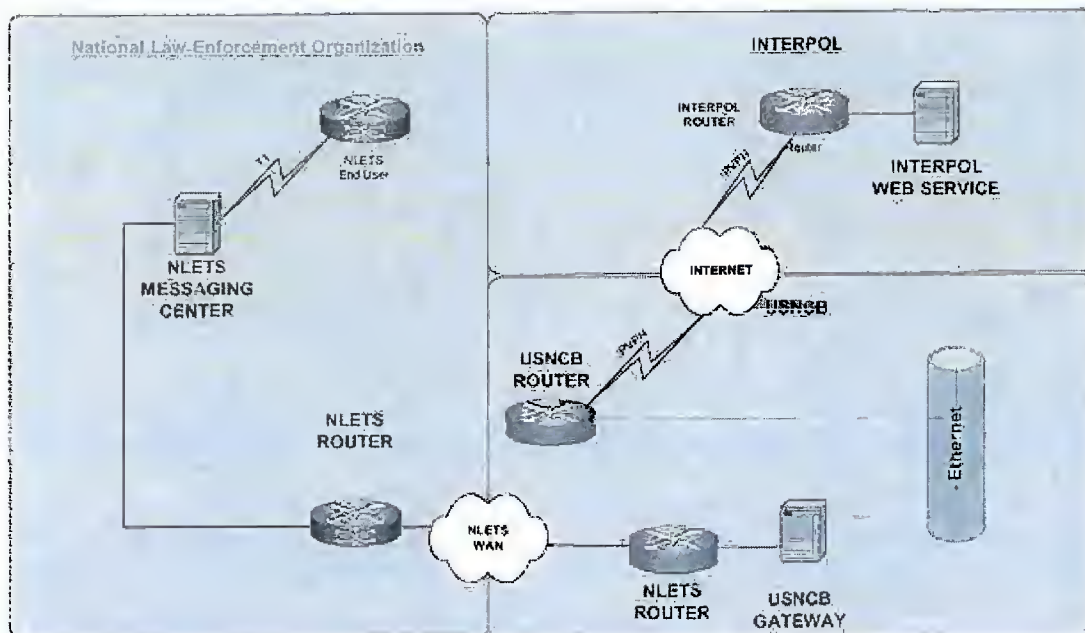


Figure 1 Nlets INTERPOL QUERY

VIII. SECURITY/SAFEGUARDS

At the time of signing, Nlets will have established safeguards and procedures designed to protect against unauthorized access, use and disclosure of INTERPOL data transmitted via its facilities. The USNCB will have completed an evaluation of the safeguards to its satisfaction and approved the system.

A. Prevention of Misuse

Nlets agrees to address misuse, alteration, deletion, or any other unauthorized access of the data by its own employees and agents under applicable civil and criminal laws; and to coordinate with USNCB to assure compliance with the restrictions and protections provided by the INTERPOL Constitution and its implementing regulations governing the processing of police information. The Parties will take all steps to prevent unauthorized access to, or improper use or disclosure of INTERPOL information.

B. Access Authorization and Control

Under INTERPOL rules, regulations and implementing rules, and in particular its Rules on the Processing of Information for the Purposes of International Police Co-Operation, access to, and use of INTERPOL information is restricted to law enforcement officials performing their official duties.

Nlets will install security software on their electronic systems and implement procedures that permit only Nlets end users authorized by the USNCB to access INTERPOL ASF.

Nlets will install security software and establish procedures that prevent Nlets employees or agents from accessing the INTERPOL ASF or INTERPOL information transmitted via the Nlets communications network.

C. Audit Trail Responsibilities

Nlets will install software and establish procedures to provide an audit trail identifying details of access by individual ORIs and specific Nlets end users to the INTERPOL ASF.

D. Security Administration

Nlets and USNCB will exchange the names and titles of their respective Systems Security Officers. These individuals will have the authority to enforce the provisions

of this Memorandum of Agreement pertaining to security at their respective agencies, and will act as agency contacts for that purpose.

E. Data Transmission Requirements

In transmitting data under this Memorandum of Agreement, the Parties will utilize mutually acceptable technical specifications and security protocols.

F. Reporting Attempts to Gain Improper Access

When Nlets becomes aware of any attempts to gain inappropriate or unauthorized access to, or improper use or disclosure of INTERPOL information, it will report them in a timely manner to the USNCB Point of Contact. The USNCB will follow-up on these incidents with the appropriate state, local, or federal agency for corrective action.

G. Onsite Reviews

USNCB officials will have the right to perform onsite reviews, at Nlets, or other reviews to ensure that adequate safeguards are maintained by Nlets regarding the access to, and use of INTERPOL information obtained under the terms of this Memorandum of Agreement.

IX. COSTS AND EXPENSES

Nlets will bear the cost and expense for the purchase or repair of software or hardware, or any other improvements to its systems or facilities necessary to comply with the terms of this Memorandum of Agreement. The responsibility for any costs or expenses related to improvements to the USNCB's or INTERPOL's systems or facilities necessary to comply with the terms of this Memorandum of Agreement will be mutually agreed upon by the parties.

X. THIRD PARTY RIGHTS

This Memorandum of Agreement is an agreement between the parties and is not intended to create or confer, and does not create or confer, on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise.

XI. TRAINING

Nlets will inform all of its employees and agents of the restricted nature of access to, and use of INTERPOL information. Nlets will assist and coordinate with USNCB on providing training and training materials to authorized Nlets end users on the appropriate methods to access and retrieve information from the INTERPOL ASF, as well as any additional training required by the INTERPOL Organization and its rules or regulations. Nlets will also ensure appropriate computer security awareness training for Nlets end users

accessing INTERPOL ASF. Nlets will assist in providing proof of users' security training to USNCB upon request.

XII. ENTRY INTO FORCE, AMENDMENT OR TERMINATION

A. Entry into Force

This Memorandum of Agreement shall become effective on the date of the latest signature.

B. Amendment

Either Party hereto may request amendment of this Memorandum of Agreement at any time. It is understood that any request will be in writing and that any amendment will enter into effect only when both parties have concurred in writing.

Requests to amend this Memorandum of Agreement will be sent, in writing, from the Point of Contact of the proposing party to the Point of Contact of the other Party.

C. Termination

Either Party hereto may terminate this Memorandum of Agreement by written notice to the other Party. Either Party may terminate this Memorandum of Agreement upon 30 days written notification to the other Party's Point of Contact. Such notification will be the subject of immediate consultation by the Parties to decide upon an appropriate course of action.


XIII. SIGNATURES

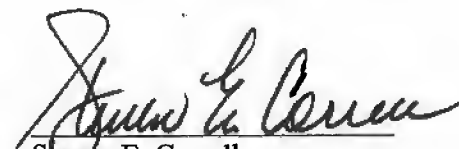
This Agreement is executed by the following authorized representatives of the parties.

Signed:

USNCB:

Nlets:


James M. Sullivan
Director
INTERPOL - USNCB
U.S. Department of Justice


Steven E. Correll
Executive Director
Nlets

DATE: 5/10/06

DATE: 5/11/06